



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application and amended application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. No details were provided in the application in relation to any rent claim and no oral evidence of any rent claim was given during the hearing. I therefore dismiss the rent claim.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on December 1, 2012 and ended on October 31, 2015. Rent of \$1,429.00 was payable monthly. At the outset of the tenancy the Landlord collected \$697.50 as a security deposit and \$100.00 as 2 gate card deposits. The Parties

mutually conducted both a move-in and move-out inspection and reports were completed. The Tenant provided its forwarding address on the move-out report.

The Tenant failed to return a smart card, a mail box key and 2 parking decals. The Tenant agreed to set charges for each of these items on the move-out condition report and the Landlord claimed these set charges however the Landlord's costs to replace the items are \$10.00 for the smart card, \$5.00 for the mail key and \$10.00 for each decal for a total cost of \$35.00.

On moving out of the unit the Tenant damaged the garage and the Landlord claims \$1,570.00. The damages were repaired after the application was made but no amendment was made to the application to increase the amount being sought. The Tenant paid \$748.75 to the Landlord to cover some of the costs of the repairs.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss.

Based on the undisputed evidence of the Landlord I find that the Tenant failed to return all the keys and other means of access in relation to the rental unit. Based on the actual costs to replace these items I find that the Landlord has substantiated an entitlement to **\$35.00**. The Landlord has also substantiated that the Tenant left damages to the garage and given the invoice for the work completed I find that the

Landlord has substantiated its claim of **\$1,573.75**. As the Landlord has been successful with its application I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,658.75**. Deducting the security deposit of **\$697.50** plus zero interest plus the **\$100.00** deposit for the gate cards plus the **\$748.75** paid at move-out leaves **\$112.50** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$697.50 in partial satisfaction of the claim.

Taking into account the \$748.75 already paid by the Tenant and the \$100.00 gate and deposit I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$112.50**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 13, 2016

Residential Tenancy Branch